

Consent Agenda

Agenda Item #	6B
Meeting Date	July 27, 2015
Prepared By	Sara Anne Daines HCD Director
Approved By	Suzanne R. Ludlow City Manager

Discussion Item	Single Reading Ordinance Authorizing Execution of a Contract for Economic Development Services with the Old Takoma Business Association, Inc.
Background	<p>The Council is asked to consider a Single Reading Ordinance authorizing the execution of a contract with the Old Takoma Business Association (“OTBA”) for the provision of certain economic development services in the Main Street Takoma commercial district. The scope of services required under the proposed contract and OTBA’s reporting requirements, detailed in Attachments A and B of the accompanying document, have been reviewed and accepted by the Executive Director.</p> <p>The contract as drafted is for a period of twelve months. It would become effective July 1, 2015 and could be extended for three additional one year periods.</p>
Policy	To support, strengthen, and promote local business and business associations.
Fiscal Impact	FY16 Budget includes \$37,000.00 for economic development services provided, under contract, by the Old Takoma Business Association, Inc.
Attachments	<ul style="list-style-type: none"> • Single Reading Ordinance Authorizing Execution of a Contract for Economic Development Services with Old Takoma Business Association, Inc. • Contract For Economic Development Services • FY15 OTBA Activity Reports
Recommendation	Adoption of Ordinance
Special Consideration	

Introduced by:

Single Reading:

CITY OF TAKOMA PARK, MARYLAND

ORDINANCE NO. 2015-

AUTHORIZING EXECUTION OF A CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES WITH OLD TAKOMA BUSINESS ASSOCIATION, INC.

WHEREAS, the City of Takoma Park, Maryland is interested in promoting the revitalization of its commercial areas by encouraging the development and expansion of the many businesses operating within the community; and

WHEREAS, the Old Takoma Business Association (“OTBA”) represents the shared interests of the businesses, organizations, and property owners located along and in the vicinity of Carroll Avenue from Lee Avenue in Takoma Park to 4th Street NW in Washington, DC., commonly known as “Main Street Takoma”; and

WHEREAS, the mission of OTBA, designated by the State of Maryland as a Maryland Main Street, includes the preservation and enhancement of the physical appearance and health of the area, the retention of its diverse businesses, and the recruitment of new businesses that will contribute to the economic vitality of the city; and

WHEREAS, the City Council, having identified Main Street Takoma as an important commercial center within the city, recognizes the need to supplement the economic development services provided by the City; and

WHEREAS, the City’s FY2016 Budget includes funding for contracted economic development services in the Main Street Takoma commercial area with the OTBA identified as the agency most suited to provide said services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The City Manager is hereby authorized to enter into a one-year contract with Old Takoma Business Association, Inc. in an amount not to exceed THIRTY SEVEN THOUSAND DOLLARS (\$37,000.00) for economic development services in the Main Street Takoma commercial center.

SECTION 2. The City Manager is further authorized to renew, as appropriate, such contract for up to three additional one-year terms.

SECTION 3. This Ordinance shall become effective immediately.

ADOPTED this ____ day of _____, 2015 by roll-call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:

Old Takoma Business Association, Inc.

FY15 Quarterly Reports

July 1, 2014 – June 30, 2015



FY15 Report with Quarterly Breakdown
Report for 4Q15 (April-June 2015)
New info in red.

1. Organization and hosting of two Old Takoma Clean-up Days.
4Q15
Hosted Clean Up on April 18th. 25 volunteers, 30 bags of trash.
Day on Sent email reminder to all businesses to clean up the gardens in front of their businesses.
3Q15 Planned for April Clean Up Day. Coordinated with Lucy Nehler. Engaged Old Takoma Ace for donations. Posted the call for volunteers to businesses, community and students.
2Q15 No new activity
1Q15: OTBA organized Old Takoma Clean Up Day on Saturday, September 27th.
32 volunteers participated and picked up 40 bags of trash.
2. Formalization and promotion of the "Takoma Note" program.
4Q15 Finalized Takoma Notes, paperwork, website, bank and 1st recipient in preparation for July 1st launch.
3Q15 Continued to work on with attorney. Working with bookkeeper and bank on process and procedure. Worked with web designer on automated sign up form. Continuing to recruit candidates for Notes.
2Q15 Continued to work on with attorney. Working with bookkeeper and bank on process and procedure. Worked with web designer on automated sign up form. Continuing to recruit candidates for Notes.
1Q15: Meetings took place to continue to define the Takoma Notes project. Final project plan is being reviewed by pro bono attorney.
3. Outreach to businesses, fixed vendors and festival organizers operating within the Main Street Takoma program area, informing them of Montgomery County's mandatory commercial recycling requirements, the City's polystyrene ban and related environmental laws, and local "green" initiatives.
4Q15 Shared info with restaurants regarding Polystyrene Ban in preparation for July 1st launch. Included polystyrene ban on all festival applications.
3Q15 Takoma Park Earth Day vendors were notified of the City's ban and recycling requirements.
2Q15 Sent email to all businesses regarding their illegal use of City's public trash cans on Carroll Ave.
1Q15: Takoma Park Street Festival food vendors were notified and reminded of City's polystyrene ban.
4. Endeavor to increase OTBA membership revenue by 20 percent over membership revenue in 2013. 4Q15 2013 Membership Revenue: \$12,150. 2015 Membership Revenue (as of 6/30/15): 16,150 representing almost a 30% increase.
3Q15 This was the start of the OTBA fiscal year. We sent renewal letters to existing members and did outreach to potential new members.

2Q15 OTBA Membership was up 17% for the year (our reporting period) with total revenue of \$16,950.

1Q15: Quarterly membership is up 23% over budget and for CY14 which the OTBA Membership cycle operates on, membership is up 16% for the year.

5. Organize general "Old Takoma" promotions.
3Q15 Prepared and promoted Spring events: Takoma Park Earth Day, Art Hop arts fest, Grant Avenue Market, Takoma Trukgarten.
Coordinated advertising campaign with the Washington City Paper for the month of April for both online and print ("Best of DC" issue)
Prepared spring event banners, sidewalk signs, feather flags
Created new Takoma caps and ran additional run of Takoma t-shirts
Continued daily social media posts and weekly This Week in Takoma e-blasts
Posted Call to Artists for both Art Hop and reCYCLE public art. Juried applicants.

2Q15

October:

Organized and hosted Takoma Park Street Festival. Achieved record revenue.
Organized and hosted Grant Avenue Market. 1,000 people in attendance.
Finalized online auction for reCYCLE Please Sit on the Art raising record revenue from the program for next year. All 14 Seats sold.

November:

Promoted Small Business Saturday with joint promotion with Takoma Foundation for community to spend a minimum of \$20 at a local business.

December:

Organized holiday promotions including banners, sidewalk signs, cards and social media which included all local holiday events to drive shopping foot traffic.

Organized Pajamarama.

Organized Santa event and Fun Fridays for Kids with the Nature Lab.

Daily: Social Media Posts

Weekly: E-blast to area list serves and email list.

1Q15:

July:

7/2 & 7/17 Hosted two community concerts at Gazebo to attract visitors

7/16 Hosted CashMob in conjunction with The Takoma Foundation as part of our joint Live Local Shop Local Give Local Campaign

August:

8/6 Hosted community concert at Gazebo to attract visitors

8/22 Hosted Cash in conjunction with The Takoma Foundation as part of our joint Live Local Shop Local Give Local Campaign

September:

9/9 Launched reCYCLE Please Sit on the Art online auction

9/13-14 Organized and promoted Sidewalk Sale Weekend to attract visitors

9/14 Assisted with the organization and promotion of Takoma Park Farmers Market Apple Pie Contest

9/14 Organized and hosted Grant Avenue Market

9/27 Hosted Cash in conjunction with The Takoma Foundation as part of our joint Live Local Shop Local Give Local Campaign

Daily: Social Media Posts

Weekly: E-blast to area list serves and email list

CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

Old Takoma Business Association, Inc. City of Takoma Park, Maryland

THIS CONTRACT is made this ____ day of _____, 2015, by and between the Old Takoma Business Association, Inc., a Maryland nonprofit corporation, 6909 Laurel Avenue, Suite A, Takoma Park, MD 20912, hereinafter referred to as "OTBA," and the City of Takoma Park, Maryland, a municipal corporation, 7500 Maple Avenue, Takoma Park, MD 20912, hereinafter referred to as "City."

WHEREAS, OTBA represents the shared interests of the businesses, organizations, and property owners located along and in the vicinity of Carroll Avenue from Lee Avenue in Takoma Park to 4th Street NW in Washington, DC., commonly known as "Main Street Takoma"; and

WHEREAS, the mission of OTBA, designated by the State of Maryland as a Maryland Main Street, includes the preservation and enhancement of the physical appearance and health of the area, the retention of its diverse businesses, and the recruitment of new businesses that will contribute to the economic vitality of the city; and

WHEREAS, the City Council, having identified Main Street Takoma as an important commercial center within the city, recognizes the need to supplement the economic development services provided by the City; and

WHEREAS, on July __, 2015, by Ordinance 2015- __, the Council authorized the City Manager to enter into a contract with OTBA to provide certain economic development services in Main Street Takoma.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. CONTRACT PURPOSE

This is a Contract for certain economic development services to be provided by the OTBA in Main Street Takoma as set forth in Article 4. *Scope of Services*.

ARTICLE 2. CONTRACT TERM

The term of this Contract shall be for a period of one year, commencing on July 1, 2015 and ending on June 30, 2016.

ARTICLE 3. CONTRACT PRICE

The OTBA shall receive Thirty-seven Thousand Dollars (\$37,000.00) for services rendered. Funds shall be dispersed in twelve equal payments after receipt and acceptance of monthly activity reports detailed in Article 5.

ARTICLE 4. SCOPE OF SERVICES

The OTBA agrees to perform in a professional manner the contract work set forth in the *Purpose and Scope of Services*, attached hereto as Exhibit A.

ARTICLE 5. WORK PRODUCT AND REPORTING REQUIREMENTS

The OTBA shall provide written reports on the overall activities and accomplishments of the organization as detailed in the *Work Product and Reporting Requirements*, attached hereto as Exhibit B. Reports are due on a monthly basis on or before the 15th of the month following the reporting period. Reports and all supporting documentation shall be submitted electronically in a format approved by the City.

The OTBA shall meet with the City to review required monthly activity reports and discuss activity undertaken in accordance with this contract during the reporting period.

ARTICLE 6. PAYMENT

The OTBA shall submit invoices to the City on a monthly basis in a form acceptable to the City. Payment will be made within thirty (30) calendar days of submission and acceptance by City of required activity report and work product. The City reserves the right to verify completion of work product detailed in the activity report prior to payment.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

The OTBA represents and warrants:

A. Organization. OTBA is a corporation duly organized, validly existing, and in good standing under the laws of the State of Maryland.

B. Authorization; Binding Effect. The execution, delivery and performance by the OTBA of this Contract have been duly authorized by all requisite corporate action. Upon execution of this contract by both parties, this contract shall constitute the legal, valid and binding obligation of the OTBA, enforceable in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or other similar laws of general application or equitable principles relating to or affecting the enforcement of contracts generally against persons similarly situated.

C. Non-Collusion. OTBA warrants and represents that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services bid upon, awarded, and to be performed under this contract; that any proposal upon which this contract was based was made without any connection or common interest in the profits with any undisclosed persons or entity making any quotation or proposal for the said work; that this contract is, in all respects, fair and was made without collusion or fraud;

that no employee or official of the City is directly or indirectly interested therein; that OTBA, in the performance of the Contract Work, will not violate any applicable laws.

D. Nuclear Weapons Certification. OTBA is not now, and shall not so long as this Contract remains in effect, engage in the development, research, testing, evaluation, production, maintenance, storage, transportation, and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by companies so involved.

E. Non-Discrimination in Employment. OTBA assures the City that, in accordance with applicable law, it does not, and agrees that it will not; discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

F. Living Wage Compliance. OTBA is a covered employer under the City's living wage requirements and will comply with the requirements of Section 7.08.190.C.2 of the *Takoma Park Code*.

G. No Partnership or Joint Venture. Nothing contained in this contract is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and the OTBA. None of the officers, agents or employees of OTBA shall be deemed employees or agents of the City for any purpose.

ARTICLE 8. TERMINATION OF CONTRACT.

A. In the event of any of the circumstances set forth below (hereinafter referred to as "default"), the City may immediately terminate this contract, in whole or in part, and from time to time. Notice of termination must be in writing, state the reason(s) for the termination, and specify the effective date of the termination.

1. Any fraudulent representation in a financial statement, invoice or other verification required to obtain payment under this contract or other dishonesty on a material matter relating to the performance of services under this contract.

2. Failure to satisfactorily and/or timely perform of any service requests issued under this contract.

3. Nonperformance or inability to implement the terms of the contract.

4. Any officer, director, or principal of the OTBA being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

5. Failure to adhere to the terms of applicable City, County, State or Federal laws, regulations, or stated public policy.

C. In the event of default by the OTBA, the City may elect to terminate this

contract, in whole or in part, and from time to time, or it may grant the OTBA an opportunity to cure the default without termination of this contract, and upon such terms and conditions as the City in its sole discretion may deem advisable.

D. Any termination of this contract for default that is later deemed to be unjustified shall be deemed a termination for convenience under Article 9.

ARTICLE 9. TERMINATION

A. Termination by Written Notice by Either Party.

Either the City or OTBA may terminate this Contract upon 30 days prior written notice to the other party.

B. Termination for Breach.

i) If OTBA breaches any provision of this Contract, including any of its representations or warranties, the City shall be entitled to immediately suspend the honoring of disbursement requests and expense reimbursements. If such breach is not remedied within 30 days of written notice to the OTBA, then the City may terminate this Contract. However, City shall not terminate this Contract based on breach if such breach is of a nature that cannot be cured within 30 days, so long as OTBA commences to cure such breach within 30 days of notice of the breach and diligently prosecutes such cure to completion.

ii) In the event of a breach of this Contract by OTBA beyond any applicable notice and cure period, the City shall have the right to terminate this Contract and seek all available remedies under Maryland law from OTBA.

ARTICLE 10. NOTICES

Any required reports, notices or other communications under this Contract must be in writing and personally delivered, mailed by first-class mail, sent by courier or overnight delivery service, faxed, or e-mailed, as appropriate, as follows:

If to OTBA: Old Takoma Business Association, Inc.
Attn: Laura Barclay, Executive Director
6909 Laurel Avenue, Suite A, Takoma Park, MD 20912
Telephone: 301-891-6789
Email: laurabarclay@oldtakoma.com

If to City: City of Takoma Park
Attn: Sara Anne Daines, HCD Director
7500 Maple Avenue
Takoma Park, MD 20912

Phone: (301) 891-7224
Fax: (301) 270-4568
E-Mail: SaraD@takomaparkmd.gov

Either party may change the person, address, phone, fax, or e-mail for notices to the other party by a notice in writing to the other. Any notices under this Contract shall be deemed given when the notice is received by the other party or, for notices given by mail, three days after the notice is deposited, properly addressed and postage prepaid, in the United States mail.

ARTICLE 11. AUTHORIZED REPRESENTATIVE

A. For the OTBA.

Laura Barclay, Executive Director, is the OTBA's Authorized Representative for this project. The OTBA's Authorized Representative shall act on behalf of the OTBA on all matters pertaining to the Contract. All matters and correspondence to the OTBA shall be directed to the attention of the OTBA's Authorized Representative. OTBA's Authorized Representative shall not be changed without written notice to and the agreement of the City.

B. For the City.

i. Rosalind Grigsby, Community Development Manager, is the City's designee for purposes of this Contract and shall act as the City Representative in connection with this Contract.

ii. The City Representative shall have authority to: (1) serve as liaison between the City and the OTBA; (2) give direction to the OTBA to ensure satisfactory and complete performance; (3) monitor and inspect the OTBA's performance to ensure acceptable timeliness and quality; (4) serve as records custodian for this project; (5) accept or reject the OTBA's performance; (6) furnish written notice of the OTBA's performance failures to the Housing and Community Development Director and the City Manager, as appropriate; (7) approve or reject invoices for payment; (8) recommend Contract modifications or terminations to the Housing and Community Development Director and the City Manager, as appropriate; and (9) issue notices to proceed and task or purchase orders.

ARTICLE 12. INSURANCE

A. The OTBA must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified below, with an insurance company licensed or qualified to do business in the State of Maryland. OTBA shall provide the City with a Certificate of Insurance prior to the commencement of the Project for the insurance coverages specified as follows. The

Certificate must name the City of Takoma Park as an additional insured and provide for a minimum of thirty days written notice to the City of cancellation or material change in any of the policies is required. This insurance must remain in force for the term of this Contract.

B. Required Coverages and Limits.

Workers Compensation (if OTBA has employees)

Bodily Injury by: Accident (each) \$100,000

Disease (policy limits) \$500,000

Disease (each employee) \$100,000

Commercial General Liability \$1,000,000

(Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.)

Minimum Automobile Liability (including owned, hired and non-owned automobiles)

(Required if automobiles will be used in the provision of services under this Contract.)

Bodily injury, each person \$500,000

Bodily injury, each occurrence \$1,000,000

Property damage, each occurrence \$300,000

Certificate Holder: City of Takoma Park, Maryland
7500 Maple Avenue, Takoma Park, MD 20912
Attn: Sara Anne Daines, HCD Director

ARTICLE 13. INDEMNIFICATION

OTBA is responsible for any loss, personal injury, death, and any other damages that may be done or suffered by reason of OTBA's negligence or failure to perform any obligations under this Contract. OTBA shall indemnify, and save harmless the City from and against all losses, liabilities, claims demands, damages, costs and expenses of any kind, including attorney's fees and litigation expenses, suffered or incurred due to OTBA's negligent acts or omissions, or breach of or failure to perform any of its obligations under this Contract. For purposes of this paragraph, City includes its agencies, departments, officers, agents, elected and appointed officials, and employees.

ARTICLE 14. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and the OTBA. None of the officers, agents or employees of OTBA shall be deemed employees or agents of the City for any purpose.

ARTICLE 15. MISCELLANEOUS

This Contract contains the entire agreement between the parties. All oral or written negotiations and prior dealings are merged into this Contract. OTBA may not assign, transfer or subcontract this Contract or any interest or any claim under this Contract, without the express written consent of the City, and any attempted assignment, transfer, or subcontracting without such prior written consent shall be void. This Contract is binding upon the parties, their heirs, successors, administrators, and assigns. Any amendment or modification to this Contract must be in writing signed by both parties. The failure of the City to enforce any of the terms, conditions or covenants of this Contract is not a waiver of a subsequent breach or default of the terms of this Contract. This Contract shall be governed by and interpreted in accordance with Maryland laws.

(The rest of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City of Takoma Park, Maryland and the Old Takoma Business Association, Inc. have signed this Contract to be effective on July 1, 2015.

OLD TAKOMA BUSINESS ASSOCIATION, INC.

Attest:

Rocco Casagrande, President

Laura Barclay, Executive Director

Date signed: _____

Date signed: _____

CITY OF TAKOMA PARK, MARYLAND

Attest:

Suzanne R. Ludlow, City Manager

Date signed: _____

Date signed: _____

Approved as to legal form and sufficiency:

Linda S. Perlman, Assistant City Attorney
City of Takoma Park

Date signed: _____

PURPOSE AND SCOPE OF WORK
Contract for Economic Development Services

The OTBA shall serve as first point of contact for the City of Takoma Park's economic development services in the Takoma Langley Crossroads, provide referrals to the City, and advance City policies and initiatives that impact businesses located in or seeking to locate in Main Street Takoma.

Specific services to be provided under this contract are:

- 1) Business retention, expansion, and recruitment assistance
 - a) Development and maintenance of inventory of available lease space;
 - b) Provision of requested information on available lease options;
 - c) Provision of requested information on available financial and technical assistance programs, permitting and licensing requirements, and environmental laws and policies;
 - d) Promotion of local investment options such as "Takoma Notes;" and
 - e) Referral of businesses and other economic development opportunities to City staff.
- 2) Advancement of City's environmental laws and policies
 - a) Organization of annual informational meeting in partnership with the City;
 - b) Distribution of educational materials twice a year to all businesses located within the OTBA's service area;
 - c) Promotion of the City's environmental laws and policies on the OTBA website; and
 - d) Adoption of Zero Waste policy for implementation at all OTBA sponsored events occurring after June 30, 2016.
- 3) Advancement of City's Anti-Littering Initiative
 - a) Removal of illegally posted signs;
 - b) Promotion of the City's Adopt-A-Spot program; and
 - c) Coordination of district wide clean-up day.

WORK PRODUCT AND REPORTING REQUIREMENTS

Contract for Economic Development Services

Activity reports and work product detailed below are to be submitted electronically in a format approved by the City.

- 1) Inventory of available commercial and office space with address, owner/agent name and contact information, available square footage, lease price, and general description of space. Inventory is to be updated and submitted on a monthly basis.
- 2) Log of all requests for assistance including but not limited to inquiries for financial and technical assistance, information on lease options, property concerns, city services and permitting requests. Log must include the date of the request, name and contact information of individual and/or business requesting information or assistance, summary of what was requested, description of what was provided, and detail on what additional follow up is needed. Log is to be maintained on a daily basis and submitted monthly.
- 3) Activity report with narrative summarizing activities undertaken during the prior month to advance the City's environmental laws and policies and its anti-littering initiative. Report is to be submitted on a monthly basis and should include, as appropriate, the following information:

Environmental Laws and Policies

- a) Date and location of informational meeting held to promote the City's environmental laws and policies, summary of outreach efforts undertaken to promote the meeting, copy of the agenda, and listing of all participants
- b) Listing used to distribute educational materials to membership and all existing businesses
- c) Link to posted environmental information
- d) Copy of adopted Zero Waste Policy

Anti-Littering Initiative

- a) Count of the number of illegally posted signs removed
- b) Copy of materials used in promotion of Adopt-A-Spot program
- c) Date and location of scheduled clean up days, photographs of the event, number of participants, listing of participating organizations